

United States of America, ss.

The President of the United States of America,



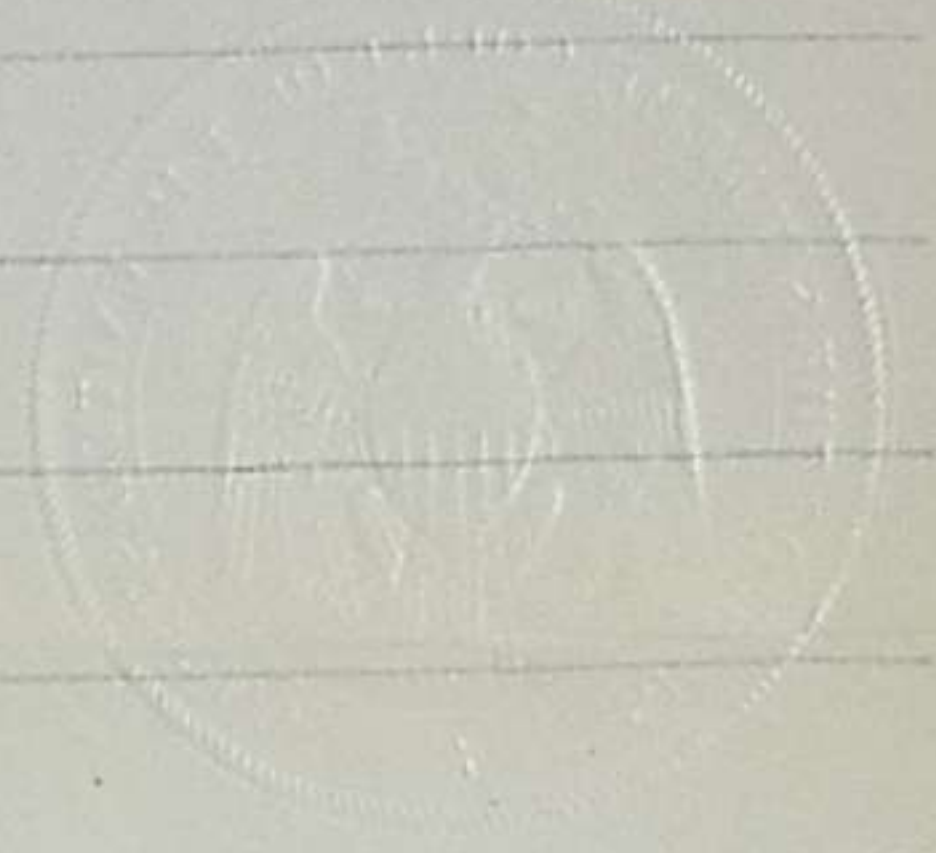
To the Honorable the Judges of the Supreme Court of the State of Louisiana.

greeting:

Whereas, lately in the Supreme Court of the State of Louisiana,

before you or some of you, in a cause between Paul Esteven, Louis Ruch, Jean P. Roude, William Maylie, Solomon Finberg, Barthelime Beaubay, William Fagan, Joseph Daniel Broderick, Nicholas Seibel, Martin Lannes, Joseph Sitzinger, Jordan T. Aycock, Dominique Verges, The Live Stock Dealers & Butchers Association of New Orleans, and Charles Cavaroc, appellants, and The State of Louisiana, ex relatione S. Belden, Attorney General, appellees, wherein the decree of the said Supreme Court, entered in said cause on the 11th day of April A.D. 1870, is in the following words, viz;

"It is ordered, adjudged, and decreed that the judgment of the district court be affirmed, with costs of appeal."



as by the inspection of the transcript of the record of the said *Supreme Court*,

_____ which was brought into the Supreme Court of the
United States, by virtue of a writ of error, _____

agreeably to the Act of Congress, _____

_____, in such case made and provided, fully and at large appears,

And whereas, in the present term of December, in the year of our Lord one thousand eight hundred and seventy-two, the said cause came on to be heard before the Supreme Court of the United States on the said transcript of the record, and was argued by counsel:

On consideration whereof, it is now here ordered, adjudged & decreed by this Court, that the decree of the said Supreme Court, in this cause, be, and the same is hereby affirmed with costs - And that the said appellees recover against the said appellants, Paul Esteben et al,

for their costs herein expended and have execution therefor.

14th April 1873.

And the same is hereby remanded to you the said Judges of the said Supreme Court, in order that such execution and proceedings may be had in the said cause, in conformity to the judgment and decree of this Court above stated, as, according to right and justice, and the Constitution and laws of the United States, ought to be had therein, the said writ of error notwithstanding.

Witness the Honorable Salmon P. Chase, Chief Justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and seventy-two.

COSTS:

of appellees.

Clerk \$

Attorney . . \$

\$

Taxed by

L. W. Middleton

Clerk of the Supreme Court of the United States.

No. 9, December Term, 1872.

MANDATE

SUPREME COURT UNITED STATES.

Paul C. Cullen et al.

vs.

State of Va. ex rel. D.
Belcher, Atty. Genl.

One hundred and fourth sitting.

February 23^d 1871.

x x x x x x x On motion of W^m Fagan,
seconded by J. T. Aycock, a committee of two
members of this Board, composed of Mess. P. Esteban
and J. Gitzinger, was appointed by this Board,
vested with full power to confer with Mr.
C. Caravac, relative to the proposed compromise
and if in their judgment, they should arrive
to the conclusion that a compromise, based
upon honorable and equitable terms, calculated
to bring about a final settlement of all
litigation between the two companies, that
they the said committee were fully empowered
by this Board to accept the same, and to
report such action as might be taken by
them at the next sitting of this Board. x x x
x x x x x (Signed) Paul Esteban, President.

One hundred and fifth sitting.

March 2^d 1871.

x x x x x x x The committee appointed
at the last sitting to confer with Mr. C.
Caravac, the representative of the Crescent
City Live Stock Landing and Slaughterhouse
Company, relative to a compromise between
the two companies, most respectfully submit
the following report, to wit:

That said committee had an

interview with Mr. C. Caravac in his capacity of representative of the Crescent City Live Stock Landing and Slaughterhouse Company, that after due deliberation, the said Committee had accepted in behalf of the Live Stock Dealers and Butchers Association of New Orleans, the terms and conditions of the compromise proposed by the said Crescent City Live Stock Landing and Slaughterhouse Company, which are as follows.

First that the Crescent City Live Stock Landing and Slaughterhouse Company is to transfer to the Live Stock Dealers and Butchers Association of New Orleans seven thousand five hundred shares of one hundred dollars each in the capital stock of Two million of dollars of said Crescent City Live Stock Landing and Slaughterhouse Company, according to their charter, at the rate of twenty five dollars and fifty cents per share, to be paid in ready money by the Live Stock Dealers and Butchers Association on the delivery of the Seven thousand five hundred shares, which will form the total sum of \$191,250.00.

Second that they the said Committee had also agreed, to sell, bargain and set over with

a full guarantee the property owned by the Live Stock Dealers and Butchers Association of N. O. together with all the buildings and improvements thereon, also 157 shares of one hundred dollars each in the capital stock of the Citizens Bank of Louisiana, payable according to its charter. Being the same property acquired by this Association from C. Carver, by act passed before Joseph Curllier, Not. pub. on the 16th March 1870, for the total sum of Two hundred and sixteen thousand two hundred and fifty dollars \$216,250.00 payable in the following manner, to wit:

1 st	in cash twenty five thousand dollars	\$ 25,000.00
2 ^d	one note at six months for fifty thousand dollars	50,000.00
3	one " " twelve " " fifty thousand dollars	50,000.00
4	one " " eighteen " " fifty thousand "	50,000.00
5	one " " twenty four " " twenty thousand "	20,000.00
6	in the assumption of the stock note due the Citizens' Bank	2,410.00
7	in the assumption of the note given by this asso. at 2 years	18,800.00
Total		<u>\$ 216,210.00</u>

Third, and in consideration of the faithful execution of the agreement of compromise to be entered into between the two companies the Board of Directors of the Crescent City Live Stock Landry and Slaughterhouse

Company, composed of their president and eight directors are to resign in favor of the Board of Managers of the Live Stock Dealers and Butchers Association of New Orleans, who will constitute the Board of Directors of the Crescent City Live Stock Landry and Slaughterhouse Company, and to act in their official capacity until the regular election of a new Board of Directors of the Crescent City Live Stock Landry and Slaughterhouse Company, to be had on the first Monday in March 1872.

On motion of J. J. Bycock, seconded by B. Beaubay, the president was requested to convene a meeting of the stock holders of this Association by public notice in the New Orleans Bee and the German Gazette for the 14th inst. at the Hall of F. Blust, corner of Tchoupitoulas and Fourth streets for 6 o'clock P. M. for the purpose of submitting to them, and for their approval, the compromise about to be effected between the two Companies. x x x x

x x x x (Signed) Paul Estéber, President.

One hundred and sixth sitting.

March 16th 1871.

x x x x x x x In conformity with public notice inserted in the New Orleans Bee and German Gazette, a mass meeting of the stockholders of the Live Stock Dealers and Butchers Association of New Orleans, was held at the Hall of F. Blust, corner of Tchoupitoulas and Fourth on the 14 March 1871 at 6 o'clock P.M.

The meeting was organized by calling P. Estiben to the chair and J. B. G. Arnoult as secretary.

The president opened the meeting by stating that he had convened the Board of Managers, who were all present, as well as the stockholders of the Live Stock Dealers and Butchers Association of New Orleans, so as to submit to them matters of vast importance to all of them: that he would address them in the French, and the vice-president of the association J. T. Aycock would address them also in the English language.

The president first called the attention of the stockholders who were in arrears of the payment of the 11th and 12th installments which were both required to enable the Board to take up on the 19th of the present month, the note secured by mortgage on the property acquired by this association, at one

year which would be due on said day for \$18,800.00 bearing eight per cent interest from date till paid, amounting together to \$20,304.00 that he hoped every stockholder would come up with a good will and without delay and pay up in due time.

The president also informed the stockholders that the Board of Managers of the Live Stock Dealers and Butchers Association of New Orleans were about effecting a compromise with the Crescent City Live Stock Landry and Slaughterhouse Company, but before concluding the same, it had been advisable by the Board to lay the matter before them, which were as follows, to wit:

First the Crescent City Live Stock Landry and Slaughterhouse Company were to sell to the Live Stock Dealers and Butchers Association Seven thousand five hundred shares of one hundred dollars each in the capital stock of the Crescent City Live Stock Landry and Slaughterhouse Company at the rate of twenty five dollars and fifty cents per share.

Second that the Live Stock Dealers and Butchers Association was to sell bargain and transfer unto the Crescent City Live Stock Landry and Slaughterhouse Company the property owned by the Live Stock Dealers

and Butchers Association, with all the buildings and improvements thereon, also the 157 shares of \$100.00 in the capital stock of the Citizens' Bank of Louisiana being the same property acquired by this Association from C. Carasco by act passed before J. Curvillier, not. pub. on the 16 March 1870, for the total price and sum of \$216,210.00 payable as follows, to wit:

1 st in Cash	\$25,000.00
2 ^d one note at six months with 8% from date till paid	50,000.00
3 one " " twelve " " " " " "	50,000.00
4 one " " eighteen " " " " " "	50,000.00
5 one " " twenty four " " " " " "	20,000.00
	<u>\$195,000.00</u>
6 the purchaser to assume the stock note due the Citizens' Bank	2,410.00
7 the purchaser to assume the mortgage note at 2 years	<u>18,800.00</u>
Total	<u><u>\$216,210.00</u></u>

Third, and as an additional consideration it was agreed and stipulated to carry out the agreement of compromise, that the president and members of the Board of Directors of the Crescent City Live Stock Landry and Slaughterhouse Company, were to resign in favor of the managers of the Live Stock Dealers

and Butchers Association, who will constitute the Board of Directors of the Crescent City Live Stock Landing and Slaughterhouse Company, and to remain as such until the regular election for a new Board of Directors which will be held on the 1st Monday in March 1872.

J. T. Aycock, vice president of the Board of Managers was next called, who made an eloquent address to the assembly; in substance his remarks were that a compromise was reluctant to his feelings, nevertheless he acquiesced to the measure of the present compromise rather than remain in the clutches of the assailants of the rights of the butchers, and the uncertainty of the decision of the Courts, he also very properly explained the terms and conditions of the compromise about to be effected, which were similar to those already expressed by the president.

The vice president concluded by making an appeal to all who were interested within his hearing, to know from them in their most candid expression, whether the course of the Board would be justifiable in the compromise, and whether they should accept the same or not.

On motion of S. Finberg,
seconded by H. Dehlen, it was unanim-
ously resolved that the stockholders in
mass meeting assembled, hereby endorse and
ratify the action taken by the Board of
Managers of the Live Stock Dealers
and Butchers Association of New Orleans
in the compromise to be effected between the
Crescent City Live Stock Landry and
Slaughterhouse Company and the Live
Stock Dealers and Butchers Association
of New Orleans, and it was further
resolved that a vote of thanks be voted
to the Board of Managers of our Associa-
tion. - x x x x x x x x x x
x x x x (Signed) Paul Estéven, President.

One hundred and seventh sitting.

March 18th 1871.

x x x x x The president, in the name of the committee on compromise between the Crescent City Live Stock Landing and Slaughterhouse Company and the Live Stock Dealers and Butchers Association reported that the compromise had been made between the two companies, on the following terms and conditions, viz:

First that the Crescent City Live Stock Landing and Slaughterhouse Company had sold to the Live Stock Dealers and Butchers Association of New-Orleans seven thousand five hundred shares of one hundred dollars each in the capital stock of Two million of dollars of the said Crescent City Live Stock Landing and Slaughterhouse Company at the rate of twenty five dollars and fifty cents per share, which was paid by the Live Stock Dealers and Butchers Association of New-Orleans to the Crescent City Live Stock Landing and Slaughterhouse Company, amounting to the total sum of One hundred and ninety one thousand two hundred and fifty dollars.

Second that he had obtained from Mr. C. Carver a loan of \$191,250.00 to pay

the said 7500 shares, and that he had pledged said shares to Mr. C. Cavaroc, as security for the payment of said sum of \$191,250.00

Third that in his capacity of president of the Live Stock Dealers and Butcher's Association of New Orleans, he had sold unto the Crescent City Live Stock Landing and Slaughterhouse Company, represented by Mr. C. Cavaroc the president of said Company, who is to accept the sale of the property owned by this Association, together with all the buildings and improvements thereon, also 107 shares of \$100.00 in the capital stock of the Citizens Bank of Louisiana, represented by a stock note of \$2410.00 which is payable according to the charter of said bank. Being the same property acquired by this association from Mr. C. Cavaroc by an act passed before Joseph Cuivillier not. pub. on the 16 March 1870, for the total sum of two hundred and sixteen thousand two hundred and ten dollars \$216,210.00 and payable in the following manner, to wit:

1 st in cash twenty five thousand dollars	\$25000.00
2 ^d in four notes, all of which bearing 8% from date till pd.	
the 1 st payable at six months for	50.000.00
" 2 " " twelve " "	50.000.00
" 3 " " eighteen " "	50.000.00
" 4 " " twenty four " "	20.000.00
3 rd in	\$195.000.00
3 in the assumption of the stock note due the Citizens' Bank	2.410.00
4 in the assumption of the note due at 2 years	18.800.00
	<u>\$216.210.00</u>

x x x x x x x x x x x x x x x x
 x x x x On motion of J. T. Aycock,
 seconded by A. Mailhes, the report of the
 president was received and approved. x x
 x x x x x x x x x x x x x x x x
 x x x x x The following resolution was
 offered by W^m Fagan:

Resolved that Paul Esteben as
 president and J. B. G. Arnoult as secretary
 of the Live Stock Dealers and Butchers
 Association of New Orleans are hereby em-
 powered to appear in the name of this
 Association, before Joseph Leuillier, not.
 pub. to sign the act of sale of the property
 of the Live Stock Dealers and Butchers
 Association of New Orleans to the Crescent

City Live Stock Landry and Slaughterhouse
Company. x x x x x x x x x x
x x x x (Signed) Paul Estéber, President.

One hundred and ninth sitting.

March 24th 1871.

x x x x x The president in the name of the Committee appointed at the sitting of this Board held on the 20th inst. had to report that as one of the conditions of the compromise with the Crescent City Live Stock Landiny and Slaughterhouse Company, all suits & proceedings in court in which this association or any of the stockholders or butchers were a party or interested as for or against the said Crescent City Live Stock Landiny and Slaughterhouse Company were to be discontinued; the services of our attys. Messrs. Campbell, Spofford & Campbell, Cotton & Levy and Fellows & Mills have ceased to be any longer necessary, and their engagement with this association has been fulfilled, and they are as it seems to your Committee entitled to the conditional fees of \$9000.00., \$3000.00 to each firm as named in the agreement signed by them & Paul Estéber, president of the Butchers' Benevolent Association & D. T. Aycock, Jas. M. Duoid, Paul Estéber and Dr. Verge on the 9th of April 1869, that having conferred with said attorneys, it is found to be perfectly satisfactory to them to receive \$3000.00 in cash, and six notes of

the members of this Association of \$1000.00
each, three payable in 30 days and three in
90 days from date, for which a receipt will be
given in full for all legal services rendered in
the controversy between the butchers of this Asso-
ciation as against the Crescent City Live Stock
Landing and Slaughterhouse Company, they
to dismiss any and all suits whenever required,
without further charge. x x x x x x x x x x

x x x (Signed) J. B. Fervais Arroult,
Secretary.

One hundred and tenth sitting.

April 20th 1871.

x x x x x x On motion of W^m Fagan,
seconded by J. Gitzinger, it was unanimously
Resolved That the president and
Secretary of this association be empowered to
appear before Joseph Cuillier, not. pub. to
accept and sign an act of mortgage on all the
property of the Crescent City Live Stock Land-
ing and Slaughterhouse Company in favor
of the Live Stock Dealers and Butchers
Association of New Orleans, to secure the
payment of four hundred bonds, two hun-
dred of which of the denomination of
five hundred dollars each, and two hun-
dred of the denomination of one thousand
each, bearing eight per cent interest per
annum from date till paid, said bonds
amounting to the total sum of Three
hundred thousand dollars.

On motion of the same members,
it was further unanimously

Resolved That the president be
empowered to negotiate and accept in lieu
of the one hundred and seventy thousand
dollars, amount of the four promissory
notes secured by mortgage and vendor's
privilege on the property sold by the Live
Stock Dealers and Butchers Association

of New Orleans to the Crescent City Live
Stock Landry and Slaughterhouse Company,
as per act passed before Joseph Currier,
not. pub. in the 5th April 1871. Bonds at
eighty cents on the dollar, bearing eight
per cent interest per annum from date until
paid, and payable in ten years from their
respective date, all of which said bonds
to be secured by mortgage on all the prop-
erty of the Crescent City Live Stock Landry
and Slaughterhouse Company, the interest
accruing on said bonds to be paid annually
to the holders of said bonds, and as an
additional security for the redemption of
said bonds, there shall be provided a sinking
fund of one tenth ($\frac{1}{10}$) per annum on the
total sum of \$300.000.00 amount of
the four hundred bonds above enumer-
ated; and it was furthermore
resolved that the president be instruc-
ted to receive in the settlement
with the Crescent City Live Stock
Landry and Slaughterhouse Company
bonds as above described, to the
amount of two hundred and
twelve thousand five hundred
dollars (\$212.500.00) as
proceeds of the four
mortgage notes above men-

tioned, amounting to
\$170,000.00. x x x x x x x x x x x x x x x x
x x x x x x x x x x x x x x x x
x x x x x x x x x x x x x x x x

One hundred and eleventh sitting.

April 27/71.

The Board met pursuant to adjournment.

Present: P. Estélin, president, J. T. Bycock, vice president, W^m Fagan, J. P. Ronde, W^m Maylie, A. Maitles, B. Beaubay. - absent L. Ruch & J. Gitzinger.

The minutes of the last sitting were read and approved.

On motion of J. T. Bycock, seconded by J. P. Ronde, it was unanimously

Resolved That the President be authorized and empowered to proceed to liquidate the affairs of the company under the 5th section of the act of incorporation, so far as the stockholders will accept the bonds of the Crescent City Live Stock Landing and Slaughterhouse Company at eighty per cent on the dollar, and also the president be authorized to sell \$20,000.00 of bonds at not less than 80% on the dollar.

On motion the Board adjourned till Thursday next May 4th 1871. —

Personally appeared before me, the undersigned authority,
J. T. Aycock and Wm. Fagan, of the City of New
Orleans, who being duly sworn, depose and say,
that they were members of the late corporation
known as the Live Stock Dealers and Butchers'
Association of New Orleans, and were also members
of the Board of Directors of said Association at the
time of its dissolution; they further swear that
the foregoing, twenty-one pages do contain true
and correct extracts from the minutes of the
Board of Directors of said Association, from the
104th, 105th, 106th, 107th, 109th, 110th and 111th
sittings of said Board; that said 111th sitting was
the last sitting of said Board and from that
date said Association existed only for the purposes
of liquidation.

Subscribed and sworn to
before me this 3rd
day of January 1892

J. T. Aycock
Wm. Fagan

R. H. Shannon

U. S. Commissioner

Sup. Court W. C.
1891 Dec Term

Nos 8-9 & 10
Nos 60-61 & 62

Butchers

vs
Langhler House
Company -

Extracts from Minutes
of Butcher Association

Filed 12 January 1892

Nov 25 ~~to 6-10-62~~
1871 Dec Term
Nov. 8-9 & 10
Sup. Court and
Butchers Assoc. N.O.

25.

Grasscut body Live Stock
Landiny & Haysden Horse Co

Exhibit B.

Filed 14: December 1871

No. One.

We hereby agree to discontinue, as part
of the compromise effected with the Crescent
City Live Stock Landring & Slaughter House
Company, all suits of every kind now
pending in the State and Federal
Courts, against said Company and
its officers, incorporators and employees,
and to dismiss all the Writs of Error
concerning said Company now pending
in the Supreme Court of the United
States, & this agreement shall be
sufficient authority for any attorney
to appear & move for the dismissal
of all said suits and writs of error.

New Orleans, 14 Mch., 1871

Paul Esteben President of the Butchers
Benewent Association & President
of the Live Stock Dealers & Butchers
Association

Wilson Pagan Ho

Subscribed by each & Leo

March 14 1871

No. Two

It is agreed as part of the compromise effected with all the parties who have sued the Crescent City Live Stock Landing & Slaughter House Company that in consideration of all suits in the State & Federal Courts and all writs of error and appeals against said Company being dismissed, the said Crescent City Live Stock Landing & Slaughter House Company will dismiss its suits of every kind in the State & Federal Courts pending against the Butcher Benevolent Association & the Live Stock Dealers & Butchers' Association, Wilson & Farns Co, McKee & Green Co and all other parties individuals or joint associations arising out of the Central Livestock Corridor and thus there be sufficient warrant for any party to appear and dismiss said suits

March 14 1871

J. M. W. H. T.

Sup Court W.D.
1841 Dec Term
8-9 x 10
Nos 60-61 & 62

Brothers

vs.
Langhite House
Company -
Agreement

Filed 11-January 1842

State of Louisiana

Before me, Joseph Curllier, a notary public for the parish of Orleans and the city of New Orleans, therein residing,

Personally appeared, Charles Carave Esq^r, of this city, herein acting as the President of the Crescent City Live Stock Landing and Slaughter House Company of New Orleans, a corporate body of this city, under the laws of this State, which appeared declared that,

Whereas at a meeting of the Board of Directors of the said company, held on the twenty ninth day of March last, eighteen hundred and twenty one, he, the said President, was authorized to issue for an amount not to exceed the sum of three hundred thousand dollars, the bonds of said company, in five hundred and one thousand dollar Bonds, bearing interest at eight per cent per annum from their date and payable ten years after date and secured by mortgage on any property of the said company; which bonds shall be sold or discounted at not less than eighty cents on a dollar.

Whereas it was further resolved that said Bonds shall be signed by the President and countersigned by the Secretary of said company, and that it will be optional with the said company at any time before the maturity of said Bonds to redeem the same or any part thereof, as according to its means. and for the purpose of giving additional value to said Bonds, there shall be provided a sinking fund of one tenth part thereof per annum, to meet the payments as aforesaid: the whole of which is more fully detailed in the copy of said resolution, hereto annexed as part hereof.

And whereas the Live Stock Dealers and Butchers' Association of New Orleans, another corporate body of this city, are willing to discount the bonds above mentioned at the rate of eighty cents on a dollar,

Now therefore, the said Carave, in his capacity aforesaid has this day issued, four hundred bonds

of

of

of

(1) Subscribed by, -
this reference appo-
-ved
Josi
Not. Public

(1) of said company, him as President of the said Crescent City Live Stock Landing and Slaughter house Company of New Orleans, and countersigned by J. E. Scruggs Esq, the Secretary of said company, all dated New Orleans the Twenty second day of April - eighteen hundred and seventy one; two hundred of said Bonds being for Five hundred dollars each numbered from one to two hundred and the other two hundred for one thousand dollars each also numbered from one to two hundred all bearing interest at eight per cent per annum from date, which interest is payable on the first of May of each year upon surrender of the corresponding interest coupon attached to said Bonds. all of which Bonds are payable to bearer two years after their date, and have been delivered, after being signed Manucript by the notary undersigned for identity herewith, to Paul Esteben Esq, of this city, here present and accepting as President of the said Live Stock Dealers and Butchers association of New Orleans, by virtue of a resolution adopted on the twentieth day of April - eighteen hundred and seventy one, by the Board of Managers of said association, a copy of which resolution is hereto annexed.

It is agreed between the parties that in case it should become necessary to institute legal proceedings for the recovery of the amount of said Bonds, or any part thereof, the said Carver, in his capacity aforesaid binds the said Crescent City Live Stock Landing and Slaughter house Company to pay the fees of the Attorney at law employed for that purpose, which fees are hereby fixed at five per cent on the amount sued for.

Now therefore, in order to secure the punctual payment of the said Bonds, at maturity, together with all eventual interest and attorneys fees, the said Carver in his said capacity declared that he does by these presents, mortgage, affect and specially hypothecate in favor of the said Live Stock Dealers and Butchers association and to ensure to the use and benefit of any and all future holder or holders of the said Bonds, the said Esteben being here present and accepting for the

2
3

3

3

Said

Said Butchers association or others, the following described properties; to wit:

- 1st Two certain tracts or parcels of land situate on the Right Bank of the Mississippi River, about half a mile distant from the city of New Orleans, designated as lots No^s one and two, on a plan drawn by Allen d'Hémicourt, dated the eighth of July, eighteen hundred and forty three, annexed to an act of partition passed before Louis. J. Cain, late a notary in this city on the thirty first of July, eighteen hundred and forty three. Lot No¹, one, measures two hundred and forty four feet, eight inches front on the levee, by twenty nine arpents, one hundred and fifty five feet and six inches in depth, perpendicular to the River, and two hundred and thirty seven feet, four inches wide on the rear line. And lot No², two measures, two hundred and Eighteen feet, eleven inches front on the levee, by twenty nine arpents and one third on the line which divides it from lot no one; twenty nine arpents and two thirds on the line which divides it from lot no three and two hundred and twelve feet, four inches wide on the rear line; the whole more or less; together with all the buildings and other circumstances and dependences to the said tracts or parcels of land belonging, and also, all and singular the batture and future accretion in front of said two tracts of land.

Which property belongs to the said Crescent City Live Stock Landing and Slaughter house Company, in manner following, to wit:

Three undivided fourths part thereof, by purchase from Mr. Joseph Ballister, by act dated April Sixteenth, eighteen hundred and sixty nine, before Selim Wagner, then a notary in this city.

Two undivided twenty fourth part thereof, by purchase from Mr^s widow Richard Bartlett Sumner, acting for her minor children, by act dated June twenty third eighteen hundred and sixty nine, before the said notary Wagner.

And the remaining four undivided twenty fourth part

part by purchase from Mrs. widow Harriet Semmer
and Mrs. E. J. Parmy by act also before the said
notary magister, dated twenty third June eighteen
hundred and sixty nine.

- 2^o; A tract of land Situate partly in the Parish of St Bernard
and partly in the Parish of Orleans, at about three miles
below the city of New Orleans, having four arpents, ten toises
and four feet front on the left Bank of the Mississippi
River and extending from the public road between parallel
lines running north, thirteen degrees, thirty minutes east
with a depth of one hundred and ten arpents one third
on the upper line and on the lower line extending first
to a depth of eighty arpents, then opening at an obtuse
angle and measuring two arpents more in a parallel
line with the public road and then closing at an
acute angle and having a further depth of thirty four
arpents, two thirds in the rear; bounded in the rear by
lands of Gentilly Road, on the upper limit by the pro-
perty of Mrs. S. M. Coiron or assigns, and on the lower
limit by the property of the heirs of Les Beaud or assigns.
Together with the buildings and all other circumstances
and dependancies to the said tract of land belonging, also
including all other ground or batture as may now be found
or hereafter be formed in front of said tract of land. —
Together also with the wharf existing in front of the said
property. —

Which property belongs to the said Crescent City Live Stock
Landing and Slaughter house Company of New Orleans,
for having purchased the same from the Live Stock Dealers
and Butchers' Association of New Orleans, by act dated
April fifth eighteen hundred and seventy one, before the
notary undersigned.

It is hereby agreed between the parties, that the present
act shall bear confession of Judgement in favor of any
holder or holders of the said Bonds, until final payment,
the said mortgagors hereby binding themselves not to
alienate or encumber the said properties to the prejudice
of this act.

And the said mortgagors further declared, that in
the

the event of the said Bonds not being punctually paid at maturity, it shall be lawful for, and they hereby authorize the said mortgagees, or any holder or holders thereof, to cause all and singular the properties described and herein mortgaged to be seized and sold under executory process issued by any competent Court, without appraisement, to the highest-bidder, payable in cash; the said mortgagees hereby expressly dispensing with all and any appraisement thereof, and, by these presents, waiving and renouncing the benefit of appraisement and of all laws and parts of laws, relative to the appraisement of property seized and sold, under executory or other legal process.

And the said Barataria further binds and obligates the said Crescent City Live Stock Landing and Slaughter house Company of New Orleans, to keep the buildings now erected on the above described properties and and such other buildings as may hereafter be constructed thereon, constantly insured against loss by fire, up to their full value, - It being well understood by and between the said parties hereto that in case of fire, the policies of said insurance shall enure to the benefit of all person or persons then holding said bonds or any one or more of them. - and furthermore in case of neglect on the part of said Company to effect the said insurance or to renew the same when expired, all and any holder or holders of said bonds shall have the right to do so at the expenses of said Crescent City Live Stock Landing and Slaughter house Company of New Orleans who, by its President aforesaid, hereby consents that the said properties herein described shall remain mortgaged to secure the reimbursement of all premiums paid for such insurance or renewals.

It is agreed by and between the parties hereto, that as soon as the said Crescent city Live Stock Landing and Slaughter house Company of New Orleans, shall have redeemed fifty thousand dollars worth of said bonds, the mortgage resulting from the present act shall be released but so far only as it affects the property herein

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3 first

first described; and upon the production to the notary undersigned, or to his successor in office, of the fifty thousand dollars worth of said bonds paid by the said company, he, the said notary, or his successor will be authorized to issue his official certificate showing the payment and cancellation of said fifty thousand dollars worth of said bonds, and upon the production of said official certificate, to the Recorder of Mortgages, this officer will be authorized and required,

1^o To reduce by fifty thousand dollars the mortgage herein above granted in so far as regards the property herein above secondly described.

2^o And to cancel entirely the said mortgage, so far as regards the property first above described.

By the herunto annexed two certificates the one, from the Recorder of the Parish of St Bernard and ex-officio Recorder of Mortgages for said Parish under date of April twenty first, eighteen hundred and seventy one, and the other from the Recorder of mortgages for this City under date of this day. —

it appears that there are no other encumbrances standing in the name of the Crescent City Live Stock Landing & Slaughter house Company of New Orleans and recorded against the property herein secondly described, than,

1^o The reversion taken by said company per act in this office dated April fifth, eighteen hundred and seventy one up to Eighteen thousand, eight hundred dollars of the mortgage granted by the said Live Stock Dealers and Butchers association of New Orleans, in favor of Charles Carave, per act also in this office dated sixteenth March, eighteen hundred and seventy, to secure Forty seven thousand dollars interest & costs. — Which mortgage is now cancelled and diminished by payment of Twenty Eight thousand, eight hundred dollars.

2^o The reversion taken by said Crescent City Slaughter house company per the said act of April fifth in this office, of the Reversion assumed by said

} Butchers

Butchers association, per act before the notary under-
signed dated march sixteenth, eighteen hundred and
seventy, of the remission taken by said Casaroc per act
also in this office dated march twenty fourth, eighteen
hundred and sixty nine, of the primitive mortgages
granted by Jules Delery 1^o per act before J. Sighers dated
fourth april, eighteen hundred and thirty eight. 2^o and
per act before a Boudousguie, notary, dated february twenty
fourth, eighteen hundred and sixty two, up to sixteen
thousand, seven hundred dollars or one hundred
and sixty seven shares now reduced to one hundred
and fifty seven of the Capital Stock of the Citizens'
Bank of Louisiana and up to twenty four hun-
dred & ten dollars balance due on loans of the two last
original mortgages; together with interest and costs,
as per said acts.

- 3^o The mortgage granted by said Crescent City Slaughter house
Company, per act of april fifth eighteen hundred and
seventy one, in this office, in favor of said Butchers'
association, to secure one hundred & seventy thousand
dollars with interest &c. — of which mortgage lastly des-
cribed, release shall hereinafter be granted,

And by the said Certificate from the Recorder of
mortgages for this city, it appears that the property
herein firstly described, is subject to no other encum-
brances in the name of the said Crescent City Slaughter
Landing and Slaughter House Company than the fol-
lowing, to wit:

- 1^o The one granted by said Company per act before S. Wagner,
notary, dated april sixteenth, eighteen hundred and
sixty nine, in favor of Joseph Ballister, to secure twenty
seven thousand dollars, with interest &c.; which mort-
gage is cancelled up to twenty thousand Eight hundred
dollars.
- 2^o The one granted by said Company per act before the
said notary Wagner, dated june twenty third, Eigh-
teen hundred and sixty nine, in favor of Mr. Richard
B. Sumner and Mr. Saml. B. Parmley, to secure six
thousand dollars, interest & costs. — which mortgage is
diminished.

diminished by payment of four thousand six hundred and forty dollars.

3^o The one granted by said Company per act before the said notary Mayner, dated twenty third June, eighteen hundred and sixty nine in favor of Mrs Rich^d B Summer, and the two minors Summer, to secure three thousand dollars, interest and costs, which mortgage is diminished and cancelled up to thirteen hundred and twenty dollars as per the records of the Recorder's office.

4^o The one granted by said Company per act before Theodore Bripon notary, dated twelfth October, - eighteen hundred and seventy in favor of J Pickles, to secure the said Pickles, against all loss, damages &c - which he might suffer by reason of his becoming security on a Bond for the sum of twenty five thousand dollars as per said act.

5^o The one granted by said Company per act before the said notary Bripon, dated seventeenth October eighteen hundred and seventy in favor of the said J. Pickles, to secure him, the said Pickles against loss, damages &c, which he might suffer, by reason of his becoming security on a bond of forty thousand dollars, as per said act.

Which last two mortgages the said Charles Carver binds the said Crescent City Live Stock Landing and Slaughter house Company to have erased and cancelled in the shortest possible delay. - which is accepted by the said Paul Esteban as the President of the Live Stock Dealers and Butchers Association of New Orleans.

The same certificate from the Recorder of this City, relates also a general mortgage in favor of William O Denigre, resulting from a judgment rendered by the fourth District Court, on the twenty second of March last (1871) against the said Crescent City Slaughter house Company, for two thousand five hundred dollars, with interest and costs. -

And here the said Paul Esteban, herein acting as the President of the Live Stock Dealers and Butchers Association

Association of New Orleans, acknowledges to have been paid in full, Capital and interest of four promissory notes dated April fifth, eighteen hundred and seventy one, subscribed by the said Carver in his capacity aforesaid, in favor of the said Crescent City Live Stock Landing and Slaughter house company of New Orleans, and by the said Carver indorsed as President thereof, three for fifty thousand dollars each, payable respectively at six, twelve and eighteen months after date, and the fourth for twenty thousand dollars, payable two years after date, all four bearing interest at eight per cent from date until paid and payable at the domicile of the Bank of New Orleans, in this city. - Which notes have been produced to the notary undersigned who has erased the signatures thereon and have annexed them to these presents. -

In consideration of which payment - the said Esteben in his aforesaid capacity, hereby required the recorder of mortgages for this city, and the Recorder of mortgages for the Parish of St. Bernard. to erase and cancel from the Books of their offices, the mortgage securing the payment of said four notes, which the said Crescent City Live Stock Landing and Slaughter house company has granted in favor of their vendors, the Live Stock Dealers and Butchers association of New Orleans, per the said act of April the fifth eighteen hundred and seventy one in this office.

And now intervenes to these presents Mr. Jean Baptiste Gervais Amoult of this city, herein acting in his capacity of Secretary of the said Live Stock Dealers and Butchers association of New Orleans, mortgages herein, and after taking cognizance of the whole of these presents, declares that he will sign the same in his official capacity, together with the said Esteben, with the view of complying with Section Twelve, of the By-laws of said Association.

Thus done and signed in my office on this twenty

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Fifth

Fifth of April eighteen hundred and seventy one, in presence of Theodule Buison and Louis Placide Villier, competent witnesses residing in this City, who have signed these presents together with the parties and me notary after a due reading of the whole.

At the moment of signing these presents, it has been agreed between the parties hereto, that the Live Stock Dealers and Butchers Association of New Orleans, discount said bonds to amount of two hundred and twelve thousand five hundred dollars, for their own use and benefit, and the other bonds, amounting to Eighty seven thousand five hundred dollars will be negotiated by the Crescent City Live Stock Landing and Slaughter house Company in accordance with the herein recited resolutions, the future holders thereof being entitled to the benefit of the herein stipulated mortgage, concurrently with said Live Stock Dealers and Butchers Association; the said Esteben in his said capacity, accepting this mortgage for the whole amount of Three hundred thousand dollars, for themselves and for the use and benefit of all future holders.

Original Signed & carved - Paul Esteben. - J. B. Lemaire Amould. -
H. Buison. - Louis Placide Villier. - Joseph Cuvelier.
Not-Pub.

A True Copy from the Original
Joseph Cuvelier
Not-Pub.

The undersigned Recorder in and for the Parish of St Bernard, State of Louisiana, therein residing certifies that the foregoing deed of mortgage granted by the Crescent City Live Stock Landing and Slaughter house Company to the Live Stock Dealers and Butchers Association was recorded in full in Book of Mortgages N° Six folios 186 & 176.
Parish of St Bernard May 8th 1871

Philippe Leca

Recorder

105 60-61-62 8-9-10

25th April 1871.

Mortgage.

Proscent City Live Stock
Landing & Slaughter house
Company of New Orleans.

favor

Live Stock Dealers' & But-
chers' Association of New
Orleans.

Original stamped three
hundred dollars.

Joseph J. J. J.
J. J. J. J.

Recorded May 5th 1871
to be recorded, Mortgage office
Parish of St. Bernard

1871
Joseph J. J. J.
Joseph J. J. J.
Joseph J. J. J.

State of Louisiana.

Before me Joseph Fuvillier, a notary public
for the parish of Orleans and the city of New
Orleans, therein residing,

Personally appeared:

Messrs Paul Esteven and Jean Baptiste
Genvais Arnoult, of this city, herein acting, the said
Esteven as the President and the said Arnoult
as the secretary of the Live Stock Dealers and
Butchers' Association of New Orleans, a cor-
porate body of this city,

Which appearers declared that by virtue of a
resolution of the Board of Managers of said as-
sociation, passed at their sitting of march
eighteenth, eighteen hundred and seventy one,
a copy of which resolution is hereto annexed,
they do by these presents, sell with all legal war-
ranties and with subrogation to the rights and
actions in warranty which the said Association
has against all preceding vendors & other warrantors,

Unto the Crescent City Live Stock Landing
and Slaughter House Company of New Orleans,
another corporate body of this city, herein repre-
sented by Charles Cavaroc Esq, its President,
here present and accepting by virtue of a
resolution adopted by the Board of Directors
of said company at their sitting of march
fifteenth eighteen hundred and seventy one,
a copy of which is hereto annexed

1^o A tract of land situate partly in the Parish
of St. Bernard and partly in the Parish of Orleans,
} at

at about three miles below the city of New Orleans,
having four arpents, ten toises and four feet
front on the left Bank of Mississippi River,
and extending from the Public Road between
parallel lines, running North, thirteen degrees,
thirty minutes east with a depth of One hundred
and ten arpents one-third on the upper line
and on the lower line extending first to a depth
of eighty arpents, then opening, at an obtuse
angle and measuring two arpents more in a
parallel line with the public road and then
closing at an acute angle and having a further
depth of thirty four arpents, two thirds in the rear;
bounded in the rear by lands of Gentilly Road, on the
upper limit by the property of Mrs. S. N. Coiron or
assigns and on the lower limit by the property of the
heirs of Le Beau or assigns. - Together with the buildings
and all other circumstances and dependancies to the
said tract of land belonging, also including all
other ground or batture as may now be found or
hereafter be formed in front of said tract of land;
Together also with the wharf existing in front
of the said property.

2^o. And one hundred and sixty seven shares re-
duced to one hundred and fifty seven of the Ca-
pital stock of the Citizens Bank of Louisiana,
composed of One hundred and forty seven shares
reduced to one hundred and thirty eight, which Mr.
Jules Delory had purchased with the property above
described; and of twenty shares reduced to nineteen,
which he transferred from another property on
the one now sold, by an act dated February

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[Signature]

[Signature]

fourth, eighteen hundred and sixty two, before
A. Boudousquie, then a notary public in this city.

The above described property and Boint Stock,
belong to the vendors, for having acquired the same
by purchase per act in this office dated March
sixteenth, eighteen hundred and seventy, from
the said Charles Favaro. And since their pur-
chase thereof, they have not alienated the same,
as appears by the hereto annexed certificate
from the Register of Conveyances for this city;

This sale is made for the total price of
two hundred and sixteen thousand, two hun-
dred and ten dollars, payable in the manner
following; to wit:

Twenty five thousand dollars which the
said Favaro in his capacity aforesaid has, in
presence of the witnesses and notary undersigned,
paid cash to the said Esteben who acknowledges
the receipt thereof and grants acquittance therefor
in his said capacity.

One hundred and seventy thousand dollars,
for which the said Favaro, in his said capacity
has furnished four promissory notes, subscribed
by him to the order of the said present City
Live Stock Landing and Slaughter House Com-
pany, and by him, the said Favaro, indorsed as
the President thereof, dated this day, bearing interest
at eight per cent per annum from date until
paid, three for fifty thousand dollars each, payable
respectively at six, twelve and eighteen months after
their date; and the fourth for twenty thousand
dollars payable two years after date, all at the

{
L. J.
}

{ domicil

domicil of the Bank of New Orleans in this city. -
Which notes after being signed in Varimeter by me
notary, for identity herewith, was handed over to the
said Esteben who acknowledges the receipt thereof in
his said capacity,

Two thousand four hundred and ten dollars, which
the said purchasers, hereby take the obligation to pay
in the lieu and stead of the said vendors, to the Ci-
tizens' Bank of Louisiana, the Stock note assumed
by the vendors by their act of purchase aforesaid.

And the balance Eighteen thousand, eight hun-
dred dollars, is payable in the obligation hereby taken
by the said purchasers, to pay and take up at its
maturity to the discharge and acquittance of the
said vendors, a promissory note for the said sum,
subscribed by the said Esteben in his capacity
aforesaid, to the order of the Live Stock Dealers
and Butchers' Association of New Orleans, and by
him indorsed as the President thereof, for the said
sum of Eighteen thousand eight hundred dollars,
bearing interest at eight per cent per annum from
date until paid, and payable two years after date
at the Bank of America in this city. -

In consideration of the obligation hereby taken
by the said purchasers to pay the note above de-
scribed, they hereby assume up to eighteen thousand,
eight hundred dollars, amount of said note,
the mortgage securing the payment thereof and
consented by the said vendors in favor of the
said favorer, by their act of purchase aforesaid,
passed on the sixteenth of march eighteen hundred
and seventy, in this office.

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3 By

By the herewith annexed two certificates, the one from the Recorder of Mortgages for this city, under date of this day and the other from the Recorder of mortgages for the Parish of St. Bernard under date of March seventeenth, eighteen hundred and seventy one, it appears that there are no other encumbrances standing in the name of the said Live Stock Dealers' and Butchers' Association of New Orleans, than;

1^o The mortgage granted by them in favor of their vendor Charles Cavaroc, ^{the} per ^{act} above recited of March sixteenth eighteen hundred and seventy in this office, to secure the payment of Forty seven thousand six hundred dollars, interest and costs. Which mortgage is now reduced to eighteen thousand eight hundred dollars as appears by the above certificate from the Recorder of Mortgages for this city: but it appearing from the certificate of the Recorder of mortgages of the Parish of St. Bernard that the reduction of said mortgage has not been noted in the Books of his office, the vendors hereby bind themselves to have said reduction properly noted in the Books of said Recorder within a delay of _____ days. Which is accepted by the said Cavaroc, in his capacity aforesaid. And the said mortgage thus reduced to eighteen thousand, eight hundred dollars is the one herein above assumed by the said purchasers.

2^o And the obligation which the said vendors have assumed to pay in the lieu and stead of said Cavaroc, the sum of Thirty two thousand nine hundred and sixty five dollars and eighty three cents, being the balance due on several contracts

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3 made

made by the said Lavaroc. Which sum of Thirty two thousand nine hundred and sixty five dollars and eighty three cents is paid as will appear by the intervention herein of Messrs Jacob Fisher, John Coleman and Pierre Arsigne

Wherefore to these presents, personally appeared Messrs Jacob Fisher, John Coleman and Pierre Arsigne, all three of this city, who declared that they have been paid in full from the Live Stock Dealers and Butchers' Association of New Orleans of the several contracts which they had made with M^r. Charles Lavaroc.

In consequence whereof they require the erasure of their privilege and the cancellation of the mortgage resulting in their favor from the act March the sixteenth eighteen hundred and seventy in this office, wherever inscribed.

3^o And the mortgage herein above assumed by the purchasers, securing the stock note due the Citizens' Bank of Louisiana.

It appears by the two certificates, hereto annexed, the one from the Register of Conveyances for this city and the other from the Register of Conveyances for the Parish of St. Bernard that the said vendors have never alienated the property above described since their purchase thereof.

And in case it shall become necessary to institute legal proceedings for the recovery of the amount of the notes above furnished in part payment of this sale, or of any part of the said notes, the said Lavaroc in his said capacity binds himself to pay the fees of the attorney at law

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[Signature]

Employed

employed for that purpose, which fees are hereby fixed at five per cent on the amount sued for.

Now, therefore, in order to secure the payment of said notes at maturity, together with interest and attorneys' fees, the said Esteben in his said capacity, assumes his privilege of vendors, and the said Cavaroc, President as aforesaid, hereby mortgages and hypothecates, in favor of said Live Stock Dealers and Butchers' association, and to ensure to the use and benefit of any and all future holder or holders of the said notes, the said Esteben in ^(1.) his said capacity, being here present and accepting, the above described property which the said Cavaroc, in his said capacity, binds himself not to alienate or encumber to the prejudice of this act.

(1) Said reference approved
J. W. DeLong

And the said Cavaroc moreover binds the said purchasers to keep the buildings on the said property constantly insured against loss by fire to the amount of said notes and to transfer the policy of insurance to the said Esteben in his said capacity, until the full and final payment of the said notes; hereby consenting and agreeing that the said Esteben in his said capacity shall have the right to transfer such policies to any future holder or holders of the said notes and that in case of failure of the said Cavaroc to effect such insurance, the holders of the said notes shall have the right to do so, and the reimbursement of all sums paid for that purpose, shall be secured by the present mortgage.

Thus done and passed in my office on this fifth _____ day of April _____ eighteen _____
3 hundred

hundred and seventy one, in presence of Theodule
Beignon and George Guimault, competent witnesses.
residing in this city, who have signed these presents
together with the parties and me notary after a
due reading of the whole.

Original signed: Paul Esteben = L. Lavaroc = J.B. Serrais =
Amoult Secretary = Jacob Fischer = John Coleman & Co. =
P. Artigue = Th. Beignon = Geo Guimault = Joseph
Favillier not publ.

A true copy from the original
Joseph Favillier,
Not. Publ.



01st 60-61-62 8-9-10

5th April 1871.

State of Mississippi &c.

The
Liberated Slaves & Children's
Association of New Orleans,
to the

President City Fire Work
Standing & Chauchet House
Company of New Orleans.

Copy of the original of this act bears
the date of the 11th of April 1871.

Witnessed by the undersigned, Joseph
Favillier, Notary Public,
in the presence of the parties and me
notary after a due reading of the whole.

Witnessed by the undersigned, Joseph
Favillier, Notary Public,
in the presence of the parties and me
notary after a due reading of the whole.

Filed 11th January 1872 - 11th of Jan 1872

The undersigned, Recorder in and for the Parish of St.
Bernard, State of Louisiana, certifies that the foregoing
deed of sale was recorded in full in his office in Book of
Conveyances N^o Eleven folios 85 to 90 And that the mort-
gages therein granted and assumed were also duly
recorded in Book of Mortgage N^o Six folios 177, 180 & 181.
Parish of St. Bernard April the 22nd A. D. 1871.



Philippe Toca
Recorder

In the Supreme Court of the United States.

Paul Estlin and others, *plffs. in error* } U.S. Supreme Court
vs. } No. 479.

The State of Louisiana, *ex rel. Belden, atty. Genl.*

In error to the Supreme Court of the State of Louisiana.

The undersigned, plaintiffs in error in the above entitled case respectively certify, that on the 14th March last, 1871, they ^{with all their co-plffs. herein} entered into a compromise with the Crescent City Live Stock Landing & Slaughter House Company of New Orleans, by which all the matters at issue in this case were finally adjusted and settled; that by said compromise, these plaintiffs in error agreed to abandon their writ of error herein and to dismiss the same; that since said date the corporation known as the Live Stock Dealers and Butchers' Association of New Orleans has been dissolved and its affairs finally wound up; that said association was composed of these plaintiffs in error; that said association was a party to the aforesaid compromise; that since said date these plaintiffs in error have been and are acquiescing in the judgment of the Supreme Court of Louisiana from which this writ of error is taken, and are in no way desirous of having the same reversed; that they now authorize any member of the Bar of the Supreme Court of the United States to move for the dismissal of the writ of error in this case on their behalf.

New Orleans, 28 November, 1871.

Wm. T. Pagan
Geo. Seibel
J. J. Aycock
P. S. Arthur

Louis Rude

[Signature]

Charles Savare, being duly sworn, deposes
and says, that he is the President of the
Buccent City Live Stock Landring and
Slaughter House Company, and has been
since the Company alluded to in the
foregoing statement; that the foregoing
statement is true in all its parts.

Charles Savare

Sworn and subscribed to
before me this 6th day of
Dec. 1891

William Gram

U. S. Commissioner

Dist of Va.



1105 68-8740

1871 Dec Term

Aug. Court W. d.

Intoxed Mary A. C.

25'

Green & Co. Stock
Ac Co

Exhibit A.

Filed 14: December 1871

The undersigned being duly Sworn Says that each of them, as stated below were Members of the Butchers Benevolent Association of New Orleans plaintiffs in error in Suits Nos 244 & 248 of the Docket of the Supreme Court of the United States for the December Term of 1870. Entitled the Butchers Benevolent Association of New Orleans vs The Crescent City Live Stock Landing & Slaughter House Company and Members of the Council or Board of Control of Said Society as hereinafter set forth as to term of service & Membership: That said Council consisted of the President, Vice President and Treasurers and of ten other Members of the Association: That they have examined the Minutes of the Association & from their own personal knowledge and from having in all the time set forth below ~~on which they were~~ ^{been} Several Members: Do hereby declare and make oath that no proposition of compromise of the above entitled & Numbered Suits was to their knowledge ever made to the aforesaid Council or the Butchers Benevolent Association, and no compromise of said Suits or consent to discontinue or to discontinue the same was ever authorized or given by said Council or Association and that no such matter of compromise was ever considered by said Council or by said Butchers Benevolent Association. The above affidavit is made by the several parties hereto whose term of service and Membership is as follows.

Sylvain Vergez President of the Association Since 13th July 1871 And Vice President during ^{1868 &} 1869 ~~and 1870~~ and Member of the Association since its organization in 1866 being No 14 on the list of Members.

Solomon Fimberg Vice President Since 13th July 1871 Member of the Board of Council Since 1868 And Since November 1867 a Member of the Association.

Andre Mathes is and has been a Member of the Council Since 1868 And of the Association Since 1866

Martin Lannes has been a Member of the Association Since 1868 And of the Council during 1869, 1870, & 1871
A. Jellau Vice President from 1st November 1869 to 15th July 1871. And Member of the Association Since 1866.

J. Soulié is a Member of the Council And has been Since 1st November 1868 And of the Association Since 1867

J. Champaun has been a Member of the Council & Association the same time as J. Soulié

Xavier Hunt Member of the Council from 1st November 1869 to 1st November 1871 And of the Association Since 1867

B. Debat has been a Member of the Council July 15th 1871 And was a Member in 1869 & 1870 And of the Association from the beginning

J. M. Abadie has been a Member of the Council And Association during the same time that B. Debat was.

Jean Soubde is a Member of the Council Since July 15th 1871 And of the Association Since 1867.

Frank Sproul is a Member of the Council and the Association for the same time that Jean Soubde was.

Pascal Lastelle is a Member of the Council Since November 1st 1870 And of the Association Since 1867

Dominique Verges, was a Member of the Council in 1870 & 1871 And of the Association Since 1869

B. Castay is a Member of the Council And has been Since 1869 And of the Association Since 1866

Auguste Lucore was a member of the Council from November 1st 1870 to November 1st 1871 & of the Association from the commencement in 1864 & is now a member

Sylvain Verges
S. Firnberg

Affidavits of Directors
of the Brothers Benedict
association

Dr. 9 & 10
no. 60. 61. & 62

Exhibit A.

Filed 11 January 1872

Joseph P. Hornor.

Hornor & Benedict,
Attorneys at Law,

William I. Benedict.

No. 18 Carondelet Street,

New Orleans, 11 November 1871

State of La., ex rel. S. Belden, atty Genl.

vs.

Wm. Pagan et als.

In the Supreme Court
of the United States.

In this case, the defendants having long since agreed to abandon their writ of error to the Supreme Court of the United States, and having complied in all respects with the law of the State of Louisiana in question, now repeat their consent, long since entered into, that the Writ of Error be dismissed herein, and authorized any Counsellor at law to move the same.

Wm Pagan for himself
and codefendants

Sup: Court W.D.
1871 Dec Term
Nos 8-9 & 10
~~Nos 60-61 & 62~~

Orations

&

Hampden House Co

Order, Fagan to dismiss

Filed 11 January 1872

order to dismiss.

Horner & Benedict,

Attorneys at Law,

No. 18 Carondelet Street,

New Orleans, 30 Nov. 1871

Thomas L. Durant, Esq.

Washington, D.C.

Dear Sir,

We beg leave to call your attention to the three enclosed documents, and to the following facts in the Slaughter House Cases now in U. S. Supreme Court, with a view to the dismissal of the writs of error taken by the plffs in error:—

First. The Slaughter House Controversy was carried on bitterly from its inception; in the Third, Fourth, Fifth, Sixth, Seventh and Eighth District Courts, hundreds of cases have been instituted for and against the Company. The other parties to those suits were individual butchers, individual stock drivers, &c. and combinations, companies and incorporations of such individuals; injunctions were followed by counter-injunctions, and the litigation was very bitter; in all of it, however, you will please bear carefully in mind, that ^{all} the opponents of the Slaughter House Company were always represented by Fellows & Mills, Cotton & Levy and S. A. Campbell, as their counsel.

Hornor & Benedict,
Attorneys at Law,

No. 18 Carondelet Street,

New Orleans,

(2)

187

Second. - In order to end all this litigation, an agreement was entered into in writing, by the Slaughter House Company, on one side, represented by the writer hereof, and all the opponents of it (the Slaughter House) on the other side, represented by Mr. L. D. A. Fellows. By this agreement, all litigation ceased except in six selected cases, selected as containing in themselves all the various points at issue between the Slaughter House and all its opponents; in these cases judgments were rendered by the District Courts in which they were, and they were taken up to the Supreme Court of Louisiana on appeal, by virtue of the same agreement, & by which, they were argued & submitted all together as a whole, & were subsequently decided by one decision, and were afterwards all taken up to the Supreme Court of the U. S. together. The said agreement specially sets forth that the decision in the said six selected cases (as a whole) shall determine and decide all the ^{hundreds of} cases for and against the Slaughter House now pending in our various District Courts. You will probably

 Hornor & Benedict,
Attorneys at Law,
No. 18 Carondelet Street,

New Orleans, (3) 187

find this agreement copied in the transcripts of each of the six cases, if not, it is certainly in the case of Paul Esteben, pff in error v. State of La. S. B. Atty Gen. relator.

I allude to this so specifically, to show that the six S. House cases taken to the U.S. Sup. Ct. on writ of error, are really one case, and that if any of them are dismissed because compromised, all should be

Third. — On the 14th March, 1871, after several days of negotiation, the six cases on appeal in the U. S. Supreme Court, and with them all cases in litigation, pro and con, between the Slaughter House and its opponents were finally compromised and settled; and by the enclosed paper (which I have marked in pencil "No. One") the plaintiffs in error in said six cases in U.S. Sup Ct. agree that they will dismiss all such writs of error, & authorize any attorney to do so in their behalf; the Slaughter House Company now asks you to exercise that authority. This paper (No. One) is signed by Paul Esteben, who was then the President of both

Hornor & Benedict,

Attorneys at Law,

No. 18 Carondelet Street,

New Orleans, (4) 187

The Butchers Benevolent Association and of the Live Stock Dealers & Butchers Association; and it is also signed by Wilson, Fagan & Co. (by Wm. Fagan of said firm) and by Luban, Aycock & Co. (by J. S. Aycock of said firm); and should the authority of any one of these to sign such paper be disputed or questioned, I may state that said Paul Estey, Wm. Fagan and J. S. Aycock were a committee appointed with full power to control and direct and compromise all the litigation on behalf of all the opponents of the Slaughter House, and with special power ^{to that effect} from the Butchers' Benevolent Association & the Live Stock Dealers and Butchers' Association; that as such they employed Fellows & Mills & J. A. Campbell, who well knew their powers and authority; and these statements ~~were~~ can be supported by overwhelming proof, if necessary. The compromise was made in good faith with all parties, and the document marked "No. One" is in my handwriting, and was signed in my presence ^{& that of Mr. John J. Semmes} on the day of its date, by the parties named who were well known to me personally.

 Hornor & Benedict,
Attorneys at Law,

No. 18 Carondelet Street,

New Orleans,

(5)

187

Fourth. — It was part of the compromise aforesaid, that all litigation between all of its opponents and said Slaughter House Company should cease, & all suits be discontinued, and altho' it does not appear in the written instruments, it was agreed ~~that~~ the Slaughter House Company should pay the costs of all the terrible litigation then settled; this it has done, and receipts for thousands on thousands of dollars paid by the Slaughter House Company for costs, can be produced, if required, to show that that Company has fairly carried out its part of the compromise and settlement, said costs being paid even in the suits now pending in the U. S. Supreme Court. The paper which I enclose, and which I have marked "No. Two," ~~is~~ in the handwriting of Mr. Thomas J. Sumner, and was signed & delivered on the day of its date in my presence; and these two papers, were intended and supposed to be sufficient authority for finally withdrawing from all Courts all litigation in which the C. C. & L. S. Landry and Slaughter House Company was engaged.

 Hornor & Benedict,
Attorneys at Law,

No. 18 Carondelet Street,

New Orleans,

(6)

1871

I think that the statement of facts which I have here made, clearly show a prima facie case of compromise, and if it is disputed by Messrs. Fellows or Campbell, it should be sufficiently strong to at least induce the Supreme Court to ~~or~~ postpone the trial of the case and order further investigation into the question of compromise or no compromise. The action of Mr. Fellows, in dismissing but three out of the six cases in the U. S. Supreme Court, and attempting to try the other three, took the Slaughter House Company by surprise, as they believed the whole litigation closed and settled, and were not aware of Messrs. Fellows & Campbell's intentions to press the trial of the other three cases, until the day of the date of my first letter to you on this subject, viz: - 11th November, 1871.

I make this statement of facts as one of the Counsel of Record in the six cases that were and are pending in the Supreme Court of the United States; I make it

Joseph P. Horner.

Hornor & Benedict,
Attorneys at Law,

William L. Benedict.

No. 18 Carondelet Street,

New Orleans,

(7)

187

as a member of the Bar of the Supreme Court of the United States, under my official oath as such; that it is in every respect true to the best of my knowledge and belief, and absolutely true in those respects in which I have specially stated my personal knowledge; and it is made for the purpose of being used by you on behalf of my clients before the Supreme Court for their action.

And I am,

very respectfully yours,

Joseph P. Horner

No 5 ~~8-9 x 10~~
~~1871 Dec: 1. 62.~~

1871 Dec: Term

Nov. 8, 9 x 10

M. J. Lufman Court

Hyman
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Butcher, (Dr.)
of the 66

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Produce to shipping

Writ of error.

Carputer

Black

Almond

of course

Filed 14th December 1871

In the Honorable the Supreme Court
of the United States

December Term, 1871

Wm. Hagan et al
vs
State of Louisiana
ex Rel.

N^o. 61

Butcher Benevolent
association of New Orleans
vs.
The Crescent City Live
Stock Landing and
Slaughter House Co

N^o. 60

The Butcher Benevolent
association of New Orleans
vs
The Crescent City Live
Stock Landing and Slaughter
House Company

N^o. 62.

And now into this Honorable Court by Counsel,
W^m. Carpenter, J. S. Black and J. D. Darnest
appearing for the defendants in the three above named cases
and suggest to the Court that all the matters

in Controversy therein have been finally settled be-
tween the parties, and the plffs in error are
desirous that their writs of error should be
dismissed, as will more fully appear
by the written arguments to that effect signed
by the said ~~def~~ plaintiffs in error,
and filed with this motion as Exhibit,
A. and B.

Wherefore they pray that said
writs of error may be dismissed ac-
cordingly.

Dec. 14. 1871.

Wm H. Shepard
for the City and County of
Thomas J. Durant
for State of Louisiana
& for Crescent City Lumber
Co. & Company.

Paul Esteban et als
Plffs. in error

vs

The State of Louisiana by Paul
Simen Belden, Atty. Genl.

U. S. Supreme
Court
No - 61

The undersigned being duly sworn
say that they are of the plaintiffs in error
in the above entitled suit, No. 247 of the
docket of the December term of 1870 - That they
never consented to any compromise of their rights
virtut in said suit & never authorized
any person to compromise the same or to have
said suit dismissed ~~and~~ continued but always
have been desirous of having the same tried
& their rights determined by the Supreme Court
of the United States -

Martin James
Dominique Berger

Sworn to and subscribed before me, this 1st
day of December, A.D. 1871.

W. H. C. [Signature]
Dist. Ck. [Signature]

Affidavit of
Domènige Noyes
J. M. James

No. 619

Exhibit B

Filed 11 January 1892

Paul Estchen et al

Plffs. in error

The State of Louisiana & Rel.
Simon Belden, Atty. General

U. S. Supreme Court

No. 61

The undersigned being duly sworn says
that he is one of the plaintiffs in error in the
above entitled & numbered suit that he never
consented to the compromise of his individual rights
or interests in said suit, nor authorized any one to
compromise the same, nor did he ever consent to
have said ~~suit~~ ~~error~~ error dismissed or discontinued
so far as himself individually is concerned but has
always been desirous of having the same tried
his rights determined by the Supreme Court of the
United States & still so insists. S. Firmberg

Sworn to and subscribed before me, this 7th
day of December, A. D. 1871 -

Attest: *[Signature]* Notary Public

Affidavit of
S. Fimberg

No. 849

Exhibit C.

Filed 11th January 1892

In the Supreme Court of the United States

The Butchers Benevolent
Association of New Orleans

Nos. 60 & 62

^{vs}
The Crescent City Live Stock Landing
& Slaughter House Company

Personally appeared Sylvain Verges
who being duly sworn deposes & says that
he is the President of the Butchers Benevolent
Association, plaintiff in error in the above
entitled & numbered cases. & has held that
office since the 15th July 1871; was vice President
during the years 1868 & 1869; a member of the
Council from the organization until 1st of
November 1870, ~~that~~ & ex officio from that date
till his election as President in July 1871. That
the President has not & never had the power
to bind the Association except as first authorized
thereby by the Council or Association, and that
Paul Etiehn as President of the Association
was never authorized to compromise the
rights of the Butchers Benevolent Association or the
Crescent City Live Stock Landing & Slaughter House Co.
nor to have the writs of error in the above suits dis-
-mined, nor did said Association or its Council ever
sanction what he may have done in said behalf.

Subscribed and sworn to before me on the
18th day of December 1871, at the City of
Washington D.C.

James H. Austin
Notary Public

Sylvain Verges

affidavit of
Sylvain Merges

8-9-19
No. 60.61 & 62

Exhibit D

Filed 11th January 1892

Paul Castaing, who resides in New Orleans, being duly sworn, deposes and says, I have lived in New Orleans for several years, that in March last, 1871, affiant was present at a meeting of the Breche's Benevolent Association of New Orleans, that at said meeting, a committee composed of J. T. Aycock, Paul Esteben, President of said Association, Wm. Fagan, and Dominique Verges reported that they had agreed upon a compromise of all litigation with the Crescent City Live Stock Landing and Slaughter House Company, and that thereupon said compromise was ratified and approved by said Association; that there were three or four hundred persons at said meeting; that very few objected to said compromise, which was explained by Paul Esteben, President, and met with universal approval and satisfaction; that said Esteben also explained that the writs given for the writs of Error to the Supreme Court of the United States were cancelled by said compromise. Paul Castaing

Sworn and subscribed to before me {

Dec. 30th 1871

William Grant
U. S. Commissioner
Dist. of La.



Sup: Court - W. &
1871. Dec Term

Ch^{es} 8-9-18
~~60-61 & 62~~

Butchers

vs.

Slaughter House Co

Applicant -
Paul Castaing

Filed 11th January 1872

Romain Lafontaine, who resides in New Orleans, being duly sworn, deposes and says, that he is a member of the Butchers Benevolent Association of New Orleans, for it has been for more than three years; affiant knows that J. T. Aycock, Paul Esteben, James McQuis and Dominique Verges, were appointed a Committee of said Association to manage all litigation against the Crescent City Live Stock Landring and Slaughter House Company, and that they had full discretion to compromise or arrange or litigate as they found best; that said Committee was appointed at a meeting of said Association held about April, 1869; affiant was not present when the compromise was reported by the Committee and approved by said Association, but affiant heard of it from other members immediately afterwards, and all concerned were very glad that the thing was over.

Sworn and subscribed to
before me Dec. 30th 1871

R. Lafontaine

Melvin Grant

U. S. Commissioner

Dist. of La.



Sup Court W.C.
1841 Dec Term
Nos 829 & 10
~~829 & 10~~

Butcher

vs

Slaughter House Co

Affidavit of R. Lafontaine

Filed 11 January 1842

Simon Stevenet, who resides in New Orleans, being duly sworn, deposes and says, that he is a member of the Butchers Benevolent Association of New Orleans, and has been for more than three years; that affiant was present at a meeting of said Association held about April, 1869, when a Committee consisting of J. Aycock, P. Esteban, President of said Association, Arminique Verges and James McQuis were appointed to take charge of all litigation against the Crescent City Live Stock Landing and Slaughter House Company; that said Committee were entrusted with full power in the management of said litigation and were authorized to compromise the same, affiant knows that Wm. Tazewell was afterwards substituted on said Committee in place of McQuis; affiant was present at a meeting of the said Association when the compromise of March, 1871, was reported, and it met with the approval of said Association at said meeting; there were three or four hundred persons present at said meeting and very few objected. Affiant further says that said meeting was called by said Association by advertisement calling for all its members to meet, and also inviting all persons interested in the business to be present.

Simon Stevenet

Reviewed and subscribed to before me {
Dec. 30th 1871

William Gram.

U. S. Commissioner

Dist. of La.



Sup: Court W.D.
1871 Dec Term

~~614~~
Nos 614 612 8-9-10

Butchers

vs

Langhler House Co

—

Affidavit of A. Stern

—

Filed 11: January 1872

Sylvain Verges being duly sworn says that the Committee consisting of Paul Etienne. Dominique Verges, J. J. Aycock & James McQuoid, attested in affidavit on file on motion & dismiss, were not appointed by the Society known as The Butcher Benevolent Association, but were appointed at a Mass meeting of Citizens of New Orleans consisting of Butchers, Live Stock dealers, & property holders in the neighborhood of the Stock Landing & Slaughter Houses, and were only instructed to take all necessary legal steps, & contest in Courts the claims of the Crescent City Live Stock Landing & Slaughter House Co. to the exclusive right of carrying on the business of live stock Landing & Slaughterhouse, & to persist therein until said claim & exclusive privilege should be defeated - That the said Committee never had any right or power to commence any suits or to do any act which the pretensions

of the Mayhew House Co. should be
at all allowed - Affiant was
one of said Mass meeting; that Wm
Fagon & J. J. Aycock are stock dealers,
that James McDevine is long since dead,
& that Dominique Verges the other member,
is the only one of said Committee who was
ever a member of the Butcher Benevolent
Association. She is the same D. Verges whose
affidavits have been interposed filed
as apposed to the dismissal of the
Mayhew House case -

Affiant is the President of the Butcher
Benevolent Association, is keeper &
custodian of the Minute Books of said
association & has the same now in his
possession; That the pretended action
of Paul Etobam in agreeing to the dismissal
of the suits in which the Butcher Benevolent
Association is a party, was never reported
to said Butcher Benevolent Association
or its Council, was never acted upon
by it, nor was any authorization
to discontinue said suits or in way to

compensate the same even given
by the Butcher's Benevolent Association
for its governing council.

Sylvain Vergez.

Sworn to in open court
this 12th day of Jan: 1877—
J. W. Middleton
C. S. C. U. S.

8-9410
nos. ~~60-61-62~~

Affidavit of
Sylvain Naves

Exhibit E

Filed 11th January 1892

Court of the United States.



Exhibits on Motion
to dismiss —
A. B. C. & D. — E. F.
on part of plffs. in Writs
of error —

Pl A b - 8 say

Amount Brought forward

456440

Sheriff Darnold's fees in sundry suits as follows:

<u>Fourth District Court</u>	Sundry Butchers vs G. C. L. S. L. & S. H. Co.	2400	
<u>Sixth District Court</u>	Sundry Butchers vs G. C. L. S. L. & S. H. Co.	2950	
<u>Seventh District Court</u>	Sundry Butchers vs G. C. L. S. L. & S. H. Co.	54600	59950
			516390

New Orleans December 6th 1871.
I hereby certify that this is a correct statement of
Court & Sheriff's fees paid by the Crescent City Live Stock Sdg.
and Slaughter House Company, as per an agreement dated
March 14th 1871.

J. M. Augustin, Secy.

Subscribed and sworn to before me
at New Orleans by J. M. Augustin this
7th day of Dec. 1871

William Grant

U. S. Court

8. 9. 10 Dist. Ct.
Nos 60-61 & 62

Sup: Court W. S.

1871 Dec Term

Nos 60-61 & 62

Butchers

Slaughter House Co

Statement of Sheriff
& Court fees

Filed 11th January 1872

Filed 11th January 1872



Amount Brought forward

456440

Sheriff Darrinot's fees in sundry suits as follows:

<u>Fourth District Court</u>	Sundry Butcher of C. C. L. S. L. & S. H. C. & Co.	2400	
<u>Sixth District Court</u>	Sundry Butcher of C. C. L. S. L. & S. H. C. & Co.	2950	
<u>Seventh District Court</u>	Sundry Butcher of C. C. L. S. L. & S. H. C. & Co.	54600	59950
			576390

New Orleans December 6th 1871.
I hereby certify that, this is a correct statement of
Court & Sheriff's fees paid by the Crescent City Live Stock Sdg.
and Slaughter House Company, as per an agreement dated
March 14th 1871.

J. M. Augustin
Scty.

Subscribed and sworn to before me
at New Orleans by J. M. Augustin this
7th day of Dec. 1871

William Grant

U. S. Court

8. 9. 10 Dist. Ct.
Nos 60-61 & 62

Sup: Court W. S.

1871 Dec Term

Nos 60-61 & 62

Butcher

Slaughter House Co

Statement of Sheriff
& Court fees

Filed 11th January 1872

Filed 11th January 1872



Courts and Sheriff's fees paid from March 15. 1871 up to date

Courts fees.

Fourth District Court

Fifth District Court

Sixth District Court

Seventh District Court

Eighth District Court

Sundry Butchers of C. C. L. S. L. & S. H. C. 607 60

x C. C. L. S. L. & S. H. C. of Butchers

Benevolent Association 11.20

C. C. L. S. L. & S. H. C. of Imbau

Clycock & Co et al

20.50

31.70

Sundry Butchers of C. C. L. S. L. & S. H. C.

225.45

Sundry Butchers of C. C. L. S. L. & S. H. C.

991.65

x State & Fed C. L. S. L. & S. H. C. of

Paul Steben et al.

158.00

C. C. L. S. L. & S. H. C. of

Board Metropolitan Police et al

103.15

261.15

2117.55

Sheriff Thos L. Maxwell's fees in Sundry suits as follows:

Third District Court

Fourth District Court

Fifth District Court

A. Jacobs et al of C. C. L. S. L. & S. H. C.

375

Sundry Butchers of C. C. L. S. L. & S. H. C.

293.00

x C. C. L. S. L. & S. H. C. of Butchers

Benevolent Association

55.80

C. C. L. S. L. & S. H. C. of Sundry Butchers

287.40

C. C. L. S. L. & S. H. C. of Sundries

24.20

Gen W. Carter of Butchers -

Benevolent Association

362.75

7301.5

Sixth District Court

Seventh District Court

Sundry Butchers of C. C. L. S. L. & S. H. C.

110.50

Butchers Benevolent Association of

C. C. L. S. L. & S. H. C.

42.20

152.70

L. S. Values & Butchers Association of C. C.

L. S. L. & S. H. C.

20.10

Sundry Butchers of C. C. L. S. L. & S. H. C.

1247.15

2446.85

Am't carried over

4564.40

No. 9.

Supreme Court of the United States.

December Term, 1872.

Paul Esteban, L. Ruch, J. P. Rouede, W. Maylie
S. Fumbray, B. Beaubien, William Fagan
J. D. Broderick, A. Seibel, M. Lannes, J. Gutzinger
J. P. Aycock, L. Verges. The Live Stock Dealers
and Butchers Association of New Orleans, and
Charles Caravac - Plaintiff in Error

The State of Louisiana Ex rel: S. Belden, Attorney General
In Error to the Supreme Court of the State of Louisiana

This cause came on to be heard on the transcript of the record
from the Supreme Court of the State of Louisiana,
and was argued by counsel.

On consideration whereof, It is now here ordered, adjudged & deemed
by this Court, that the ~~decree~~ of the said Supreme Court,
in this cause, be, and the same is hereby, affirmed with costs

Dissenting
Mr Jus. Field
" " Bradley
" " Swayze
" Ch. Jus. Chase

for Mr Jus. Miller
14 April 1873

SUPREME COURT U. S.

No.

9

DECEMBER TERM, 18

72

JUDGMENT.

Supreme Court of the United States.

December Term: 1869. No. 479.

Esteban Rush et al

vs.

Off in Error

State of La ex rel atty Genl

Rec'd from the Clerk a copy of the record, as Counsel for

Off in Error
P. Phelps

Supreme Court U. S.

1869 DEC. TERM.

No. ~~479~~ ~~247~~ ~~679~~

Rec't for Rec'd.

FILED Nov 5th 1870.

J

Supreme Court of the United States.

December Term, 1869. No. 479.

Estevan Ruch et al

vs. Affin Error

State of La ex rel S. Belden
Atto Genl.

The Clerk will enter my special appearance as Counsel for

Affin Error

P. Phillips

Supreme Court U. S.

1869. DEC. TERM.

No. ~~479~~ ~~247~~ ~~61~~
9

Præ. to enter special app'e.

FILED

Nov 5th 1869.

Supreme Court of the United States.

December Term: 1869. No. 479.

Esteban et al

vs.

State of La ex rel S. Belden
Att Gen.

Rec'd from the Clerk a copy of the record, as Counsel for Defts in Error

Thos. J. Durant.

Supreme Court U. S.

1869 DEC. TERM.

No.

~~479~~ 247679

Rec't for Rec'd.

FILED

Nov 11th 1870.

✓

Supreme Court of the United States.

December Term, 1869. No. 479.

Esteban et al
Plffs in Error

VS.

State of La ex rel S. Belden - Atto Genl.

The Clerk will enter my special appearance as Counsel for Defts in Error

Thos J. Durant.

Supreme Court U. S.

1869. DEC. TERM.

No. ~~449~~ ~~247~~ ~~61~~ 9

Præ. to enter special app'e.

FILED Nov^r 1869.

Supreme Court of the United States.

December Term: 1809. No. 479.

Estevan Ruch et al
vs. Plffs in Error

State of La ex rel Atto Genl

Rec'd from the Clerk a copy of the record, as Counsel for depts in error.

Charles Allen

Supreme Court U. S.

1869 DEC. TERM.

No. ~~479~~ ~~547~~ ~~679~~

Rec't for Rec'd.

FILED Nov 4th 1870.

Supreme Court of the United States.

December Term, 1869. No. 479.

Esteban, Ruch & al

vs.

Offs in Error

State of Louisiana Ex rel

S. Belden - Atty Gen

The Clerk will enter my special appearance as Counsel for depts in error -

Charles Allen

30 Court St

Boston

Supreme Court U. S.

1869. DEC. TERM.

No. ~~449~~ ~~247~~ ~~679~~

Præ. to enter special app'e.

FILED

Nov 4th 1869.

Supreme Court of the United States.

December Term: 1864. No. 479.

Estevan et al

vs.

Plffs in Error

State of La ex rel S. Belden Atto
Genl,

Defrs in Error

Rec'd from the Clerk a copy of the record, as Counsel for

J. S. Blane

Supreme Court U. S.

1869 DEC. TERM.

No. ~~179~~ ~~247~~ ~~67~~
9

Rec't for Rec'd.

FILED Oct 10th 1870

✓

Supreme Court of the United States.

December Term, 1869. No. 1179.

Estevan et al

vs.

Reffs in Error

State of Louisiana ex rel S. Belden
Atto Gen.

The Clerk will enter my special appearance as Counsel for

Defrs in Error

J. S. Black

Supreme Court U. S.

1869. DEC. TERM.

No.

~~479~~ 247-67
9

Præ. to enter special app'e.

FILED

Oct 10th 1869.

✓

Supreme Court of the United States.

December Term, 1871. No. 61.

Paul Estlin et al
JL

VS.

State of La cye et Belan Attolben

The Clerk will enter my appearance as ^{as} Counsel for Plffs in Error

J. M. Stinson

Supreme Court U. S.

1871. DEC. TERM.

No.

679

Præ. to enter app'e.

Filed Dec 15th 1871

23.83
14.56

7.27

Supreme Court of the United States.

December Term, 1871. No. 247

Paul Esteben, L. Ruch et al
vs. Appraisers.

The State of La. ex rel S. Borden Atty Genl

The Clerk will enter my appearance as Counsel for J. L. A. Fellow

Supreme Court U. S.

1870. DEC. TERM.

No. *247-679*

A P P E A R A N C E.

FILED *Oct 16th* 1871.

Supreme Court of the United States.

December Term, 1877 . No. 9 .

Paul Estlin et al
vs.
Hippin

State of La. ex rel Belden
Hippin Error

The Clerk will enter my appearance as Counsel for

R. H. MacFarland

RECEIVED
1877
JAN 10

1877
JAN 10

RECEIVED
1877
JAN 10

1877

Supreme Court U. S.

1872 DEC. TERM.

No.

9

APPEARANCE.

FILED

Dec 3

, 1872